

IN THE UNITED STATES DISTRICT COURT

DISTRICT OF UTAH

**VERONICA STENULSON and
MERRILL LOWE, individually and on
behalf of all others similarly situated,**

Plaintiffs,

v.

ROI SOLUTIONS, LLC,

Defendant.

2:20-cv-00614-DBB-JCB

COLLECTIVE ACTION

A federal Court authorized this notice. This is not a solicitation from a lawyer.

NOTICE OF COLLECTIVE ACTION SETTLEMENT

You are receiving this Notice because you worked for ROI Solutions, LLC (“ROI” or “Defendant”) as an hourly call-center employee, anywhere in the United States, at any time from September 2, 2017, through June 28, 2022 (“Putative Collective Members”), or had already joined the Lawsuit.

This Notice involves settlement of a lawsuit which alleged that Defendant’s hourly call-center employees were not paid for all hours worked, and as a result, were denied overtime wages and/or straight time wages in violation of the federal Fair Labor Standards Act (“FLSA”) and/or state wage and hour laws. Defendant maintains that it has always complied with all relevant laws, including the FLSA and all state wage and hour laws, and that they have paid all of their employees for all hours of work, consistent with Defendant’s policies that require all of their employees to accurately report all time worked.

The purpose of this Notice is to inform you of the settlement terms and your rights and options in connection with the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS	
DEPOSIT OR CASH YOUR SETTLEMENT CHECK	If you deposit or cash the Settlement Check, you will be a Settlement Collective Member and will be bound by the terms of the Settlement Agreement, including the Release, as identified in this Notice. The Settlement Check must be deposited or cashed by [deadline] or it will be voided, and the funds will revert to ROI Solutions, LLC.
DO NOTHING	If you do not deposit or cash your Settlement Check, you will not participate in the settlement or release any claims.

WHAT THIS NOTICE CONTAINS

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Why did I get this Notice?

You have been identified as part of a group of employees who provided call-center support on behalf of Defendant at any time between September 2, 2017, and June 28, 2022, or had already joined the Lawsuit.

On _____ 2022, the Court overseeing the Lawsuit approved a Settlement and ordered that this Notice be sent to all current and former hourly call-center employees who worked for Defendant and were identified as being a part of the Settlement. This Notice explains what you can get from the Settlement and what rights are affected.

Under the terms of the Settlement, you are entitled to receive a payment in the amount included in the Settlement Check, which is enclosed with this Notice. Defendant will not and cannot retaliate against you for participation or non-participation in this settlement.

What is the Lawsuit about?

This Lawsuit alleged that, in violation of federal and state law, Defendant failed to pay its hourly call-center employees for all hours worked and that as a result, such employees were not paid all wages, including overtime, to which they were entitled under federal and state law. This Lawsuit sought, on your behalf, damages from Defendant for these alleged unpaid wages, including overtime wages, liquidated damages and other applicable penalties or interest, and payment by Defendant of Plaintiffs' attorneys' fees and expenses.

Defendant asserts that it has at all times required its employees to report and has paid its employees for all hours worked and has various policies, processes, and procedures to ensure that its employees have been paid for all hours worked and that it has at all times enforced its policies, and has further complied with federal, state and local law. Defendant denies any liability or wrongdoing of any kind. Nonetheless, to avoid the costs and uncertainty of litigation, Defendant has agreed to create a Settlement Fund from which you will be paid, if you timely deposit or cash your Settlement Check.

The United States District Court for the District of Utah is overseeing this Lawsuit.

What are the Settlement terms?

The Settlement Agreement requires that Defendant create a Settlement Fund from which the amount remaining after payment of Court-approved attorneys' fees, costs, administration fees, and any service award to the Named Plaintiffs (the "Net Settlement Fund"), will be made available to all Collective Members. Each Collective Member will receive a minimum amount of \$25.00, in addition to their *pro rata* share of the settlement, calculated using a formula that will allocate the Net Settlement Fund depending on the number of weeks worked during the relevant time period. All determinations about hours worked will be based upon Defendant's records.

Named Plaintiffs will each receive a service award in the amount of \$2,500.00 (\$5,000.00 in total) in addition to their share of the Net Settlement Fund.

How can I claim my payment?

You can claim your payment under this agreement by depositing or cashing the Settlement Check enclosed with this Notice.

The gross amount you are entitled to under the Settlement Agreement is: [insert amount]. The Settlement Check includes payment for this amount, less any payroll tax withholdings, and is enclosed with this Notice of Settlement.

How long do I have to cash my check?

Your Settlement Check will have a date on it. The Settlement Check will be valid for 60 calendar days from the date on the Settlement Check.

If you lose your Settlement Check or it is damaged in the mail, contact the Settlement Administrator. You may be able to have it reissued, provided you ask within the 60-day time period.

If you do not deposit or cash your Settlement Check within 60 calendar days of the date it was issued, your Settlement Check will be void and will be returned to Defendant.

Will I owe any taxes?

The settlement payment amount you receive will be divided between one-half wage income subject to normal payroll tax withholding and W-2 reporting, and one-half non-wage income not subject to withholding and reported by IRS Form 1099-MISC. The payroll deductions will have been taken out of the one-half wages portion of your Settlement Check. If you have questions about the tax consequences of the payment to you, you should consult with an accountant or other tax advisor. Collective Counsel cannot provide tax advice.

Defendant has not made any representations regarding the taxability of any payments made pursuant to this Settlement Agreement. As a result, by accepting the settlement, you will be solely responsible for the timely payment of all taxes owed, if any, which have been due, or which may become due to any governmental authority from receipt of any funds received from Defendant pursuant to this Settlement Agreement.

What rights am I giving up by depositing or cashing my Settlement Check?

If you deposit or cash your Settlement Check, you agree to release the Released Claims defined below:

- A. “Released Claims” all, claims, complaints, rights, demands, liabilities and causes of action that are alleged, or could have been alleged in the operative Complaint in this action, including, but not limited to, all of the following claims for relief: (a) that Defendant failed to pay and/or properly calculate all wages due, including the regular rate of pay, straight time, compensable time, overtime, double-time, premium pay, bonuses, minimum wages, and all other forms of wages; (b) that Defendant required its employees to perform work “off-the clock” and without pay; and (c) that Defendant is responsible for all unpaid wages and overtime, liquidated damages, and other damages owed under the Fair Labor Standards Act (“FLSA”) through an individual or collective action pursuant to 29 U.S.C. § 216(b), and to recover all other damages owed pursuant to state-laws as an individual or as a participant in a Rule 23 class action, along with any other related wage and hour claims under FLSA, under the theories of quantum meruit, unjust enrichment, conversion, breach of contract, theft of labor, and any other state, federal, or local law related to the payment of wages, overtime, minimum wage, all claims for costs, attorneys’ fees and/or interest, or any other benefits against Released Parties.

- B. “Released Parties” means Defendant, and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, co-insurers, re-insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers, and personal or legal representatives (the “Released Parties”).

Your release of claims will only be effective if you deposit or cash your Settlement Check. If you do not deposit or cash your Settlement Check, you will not receive your payment, but you will not release any claims.

Do I have to pay any attorney’s fees or other costs?

No. Your settlement share will not be reduced in any way by the amounts, if any, awarded to the attorneys in the Lawsuit to be paid by Defendant out of the Settlement Fund.

As part of the Settlement, the Court appointed Clif Alexander and Austin W. Anderson of Anderson Alexander, PLLC, as the attorneys for the Collective Members in this case (“Collective Counsel”).

Under the Settlement, Defendant is required to pay Collective Counsel in this case. The Court has approved an award of attorneys’ fees, costs, and litigation expenses that is 40% of the Gross Settlement Amount. Payment of attorneys’ fees and costs will be made from the Gross Settlement Fund. To date, Collective Counsel has been prosecuting the Lawsuit, without being paid, while advancing the costs and expenses of litigation on behalf of the Collective Members.

The address and contact information for counsel for the Parties is:

Collective Counsel:

Clif Alexander
Austin W. Anderson
Anderson Alexander, PLLC
819 N. Upper Broadway
Corpus Christi, Texas 78401
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Defense Counsel:

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Salt Lake City, Utah 84111
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cjepson@parsonsbehle.com

Where do I find more information?

The Settlement is being administered by the Settlement Administrator, Rust Consulting, Inc. The Settlement Administrator will be paid out of the Settlement Fund.

This Notice is only a summary of the Lawsuit and the Settlement. For a more detailed statement of the Lawsuit or Settlement, you may refer to the pleadings, the Settlement Agreement, and the other papers filed in the Lawsuit, which may be requested from Collective Counsel. You also may obtain copies of this Notice and/or the Settlement Agreement or further information regarding the Settlement from Collective Counsel at the phone number or email address provided above. Please direct all inquiries regarding the settlement procedures, or address updates to the Settlement Administrator who has been retained to address those inquiries, at [Rust Phone Number] or [Rust Email].

Who do I contact if I have further questions?

All questions or inquiries regarding this Notice and/or Settlement, including the amounts payable to you, settlement procedures or deadlines, or address updates, should be directed to the Settlement Administrator at: at [Rust Phone Number] or [Rust Email]. If your question involves a request for legal advice, you may contact Collective Counsel at the phone numbers or addresses listed in this Notice.

PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH ANY INQUIRIES.